RIGHT OF LEVY ON UNRIPE CROPS. — At common law crops which require expenditure of labor, *fructus industriales*, are personalty, and as such are subject to levy and sale on sheriff's writ. *Kimball* v. *Sattley*, 55 Vt. 285. And, apart from statute, this general rule would seem to apply also in the case of unriped crops. In the recent case of *Tipton* v. *Martzell*, 57 Pac. Rep. 806 (Wash.), the Supreme Court of Washington takes a different view. There a lessee of land contracted with his lessor to harvest a crop of wheat and deliver one third of it to his landlord. In pursuance of a judgment against the tenant a sheriff levied on the growing crop three months before its maturity. The court held that the levy could not be made, for owing to the condition of the property its severance from the soil would result in no gain to the creditor and considerable loss to the debtor. Furthermore, the serving of the writ would abrogate the contract and extinguish the landlord's interest in the crop.

These difficulties, however, are more apparent than real. The levy and sale do not require immediate severance of the crop from the soil with a consequent loss to the debtor and small gain to the creditor. The vendee under sheriff's sale would have a reasonable time in which to remove the goods, — and in the present case a "reasonable time" would fairly extend to the maturity of the crop. This seems the true result on principle, — to hold otherwise is to defeat the very object for which the levy is allowed. *Peacock* v. *Purvis*, 2 Brod. & Bing. 362. The second difficulty which influenced the court was the existence of the agreement between the landlord and the tenant. But by this contract the landlord had no estate in the grain until the crop had ripened and was divided. Until then the wheat, being still personal property of the tenant, was subject to seizure. It is indeed possible that the court so construed the contract as to make the parties tenants in common of the crop. Such is an ordinary form of contract in similar cases. But in this event the sheriff might seize the whole, sell the interest of the debtor, and the vendee by the sale would simply become a tenant in common with the landlord. It was also suggested that the agreement here was for services to be performed only by the lessee. But the landlord's personal wishes alone should not operate to defeat the creditor's right. On principle and on authority, then, it seems clear that the levy should have been allowed.

LANDLORD AND TENANT — HOLDING OVER. — Tenancies from year to year owe their origin to judicial legislation growing out of the hardships of estates at will where no notice was necessary to terminate the lease. Accordingly where a tenant enters under a lease void because of the Statute of Frauds, or under an unfulfilled agreement to lease, and yearly rent has been agreed on, admitted, or actually paid, he is held a tenant from year to year in jurisdictions where such tenancies are allowed. *Doe d. Tilt* v. *Stratton*, 4 Bing. 446; *Right d. Flower* v. *Darby*, 1 T. R. 159. It is also well settled in New York that if a lessee holds over after the expiration of his term his landlord may elect to treat him as a trespasser or as a tenant from year to year. And this rule has been rigidly applied. In *Haynes* v. *Aldrich*, 31 N. E. Rep. 94 (N. Y.), the defendant remained in possession three days after the expiration of his lease. Sickness and inability to engage trucks were his excuses, — yet the court forced on him a new tenancy.

In view of this, one is surprised to find the recent decision in *Herter* v. *Mellen*, 53 N. E. Rep. 700 (N. Y.), favoring the tenant. The defendants were lessees of the plaintiff for one year, rent payable monthly, and gave due notice that they would leave at the expiration of the term. They were compelled, however, to hold over for two weeks owing to the serious illness of their mother, whose life would have been endangered had she been taken from the house. The Court of Appeals held — three judges dissenting — that the failure to surrender possession promptly did not result in a tenancy from year to year under the terms of the prior lease. Purely as a matter of precedent it would seem that the minority had the best of it. However, had the court decided against the defendant it should have held him liable as tenant from month to month rather than as tenant from year to year, since the rent was payable monthly. 13 HARVARD LAW REVIEW, 142. The strict rule is so severe, so hard to justify, that it is scarcely to be regretted that the New York court has departed from precedent. To hold the procrastinating tenant as a mere trespasser is a very different question from forcing him against his will to continue as lessee. Moreover, the new tenancy is founded on a supposed agreement between the parties implied from the fact of holding over. And when the defendant states clearly that he does not wish to continue in possession it is hard to imply such a contract. The principal case, then, is clearly a step in the right direction.

SUICIDE AFTER ASSAULT. — In the case of *People* v. *Lewis*, 57 Pac. Rep. 470 (Cal. Sup. Ct.), one Farrell during an altercation was shot by the defendant so that according to expert medical testimony death must have resulted within an hour. Shortly after the shooting the victim by cutting his throat made a wound sufficient in itself to cause death in much less than an hour. The defendant was convicted of manslaughter, and on appeal the court affirmed the conviction, declaring that the two wounds concurrently contributed to cause death and the defendant was accordingly responsible.

An exactly similar case has so seldom arisen that a clear statement of the law is difficult to find. Much of what is said on the topic by text-writers is based upon the remarks in 1 Hale P. C. 428. But the illustrations there given assume either that the first wound was not itself mortal or that death was hastened by unskilful medical treatment: neither instance is strictly in line with the circumstances of the present case. In *State* v. *Scates*, 5 Jones N. C. 420, however, it was held that where the victim of a mortal wound received subsequent fatal injuries from a second person the first wrongdoer must be acquitted.

The decision of the court in the principal case is not easy to justify. To hold the defendant guilty of murder it is necessary to establish an unbroken causal relation between his act and the death of the victim. Unless his act was partly or wholly the cause he cannot be responsible. If the deceased because of pain or fright had so far lost his self-control as not to be responsible for his act, the defendant ought to be convicted. But in this case it does not appear that such were the facts. Moreover, it is unsatisfactory to say that "but for" the first wound the second would not have been given; yet this is suggested with favorable comment. Again, it is clearly erroneous to regard the defendant's act as the last wrongful act in the series which resulted in death. To say that the two